

**NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT (the 'Agreement') dated this 6th day of May, 2009**

**BETWEEN:**

Health XCEL, Inc. (the 'Provider') of 154 Atlantic ave, 3R, Brooklyn, NY 11201

OF THE FIRST PART

- AND -

Company name here (the 'Recipient') of Address here

OF THE SECOND PART

**BACKGROUND:**

1. The Provider and the Recipient desire to enter into a confidentiality agreement with regard to the Intellectual property such as source code, diagrams, film, pictures and internal business knowledge (the 'Permitted Purpose').
2. In connection with the Permitted Purpose, the Recipient will receive certain confidential information (the 'Confidential Information').

**IN CONSIDERATION OF** and as a condition of the Provider providing the Confidential Information to the Recipient in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Confidential Information**

1. All written and oral information and materials disclosed or provided by the Provider to the Recipient under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Recipient.
2. 'Confidential Information' means all data and information relating to the business and management of the Provider, including proprietary and trade secret technology and accounting records to which access is obtained by the Recipient, including Work Product, Production Processes, Other Proprietary Data, Business Operations, Computer Software, Computer Technology, Marketing and Development Operations, and Customers.
  - a. Confidential Information will also include any information which has been disclosed by a third party to the Provider and governed by a non-disclosure agreement entered into between the third party and the Provider. Confidential Information will not include information that:
    - i. is generally known in the industry of the Provider;
    - ii. is now or subsequently becomes generally available to the public through no wrongful act of the Recipient;
    - iii. the Recipient rightfully had in its possession prior to the disclosure to the Recipient by the Provider;
    - iv. is independently created by the Recipient without direct or indirect use of the Confidential Information;
    - v. the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.
  - b. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for the Provider or for clients of the Provider, of any type or form in any stage of actual or anticipated research and development;
  - c. 'Production Processes' means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
  - d. 'Other Proprietary Data' means information relating to the Provider's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical

30. Time is of the essence in this Agreement.

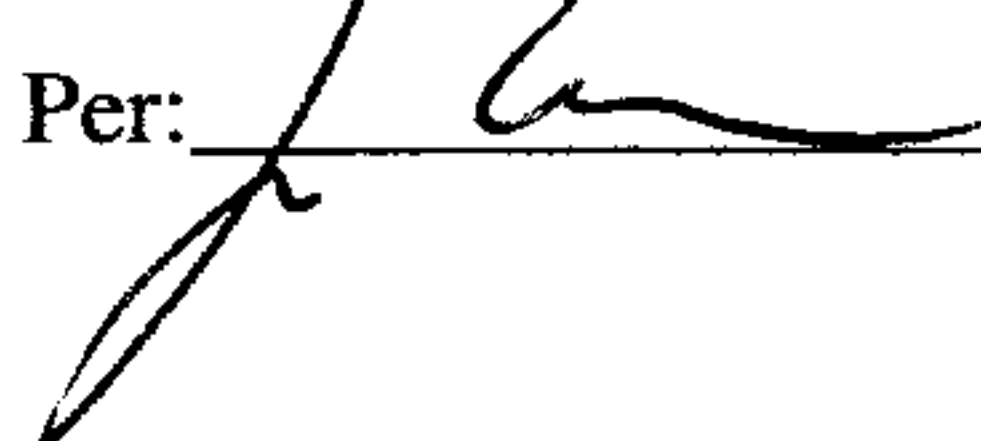
31. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

**IN WITNESS WHEREOF** Health XCEL, Inc. and Company name here have duly affixed their signatures by duly authorized officers under seal on this 6th day of May, 2009.

Health XCEL, Inc.

Per: \_\_\_\_\_ (SEAL)

Company name here

Per:  \_\_\_\_\_ (SEAL)